

EXHIBIT 2

DECLARATION OF MELISSA FOX MURPHY

EXCHANGE AGREEMENT

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This Exchange Agreement (this “**Agreement**”) is entered into as of September 30, 2020 (the “**Effective Date**”), by and among _____ (the “**Investor**”), Virgil Sigma Fund, LP, a Cayman Islands exempted limited partnership (“**Virgil Sigma**”), VQR Multistrategy Cayman Feeder Fund Ltd., a Cayman Islands exempted company (“**VQR Feeder**”), VQR Multistrategy Fund LP, a Cayman Islands exempted limited partnership (“**VQR Master**,” and collectively with Virgil Sigma and VQR Feeder, the “**Funds**”), Virgil Capital LLC (“**Sigma GP**”), VQR Partners LLC (“**VQR Master GP**”), Montgomery Technologies LLC (“**Sigma Investment Manager**”) and Decibel18 LLC (“**VQR Investment Manager**” and collectively, with the Funds, Sigma GP, VQR Master GP and Sigma Investment Manager, the “**Virgil Parties**”).

WHEREAS, the Investor is a limited partner of Virgil Sigma;

WHEREAS, VQR Feeder is a limited partner of VQR Master;

WHEREAS, Sigma GP serves as the general partner of Virgil Sigma and VQR Master GP serves as the general partner of VQR Master;

WHEREAS, Sigma Investment Manager serves as the investment manager of Virgil Sigma and VQR Investment Manager serves as the investment manager of VQR Feeder and VQR Master;

WHEREAS, (x) as of the Effective Date, the Investor wishes to withdraw a portion of its limited partnership interests in Virgil Sigma with a value of \$349,728.88 as of the Effective Date (the “**Sigma Interests**”) and, (y) rather than receiving the withdrawal proceeds attributable thereto directly, the Investor wishes for the Virgil Parties to cause such amounts to be contributed to VQR Feeder on the Investor’s behalf in exchange for Class C common shares of VQR Feeder with a value equal to the amount of such subscription as of the date of such subscription (such shares, the “**VQR Shares**” and such transactions shall be referred to herein as the “**Exchange**”);

WHEREAS, each of the Virgil Parties have determined to permit the Exchange as of the Effective Date; and

WHEREAS, this Agreement is entered into among the Investor, the Funds, Sigma GP, VQR Master GP, Sigma Investment Manager and VQR Investment Manager to set forth the agreement among the parties to effect the Exchange.

NOW, THEREFORE, it is hereby agreed as follows:

1. Virgil Sigma, VQR Feeder, VQR Master, Sigma GP, VQR Master GP, Sigma Investment Manager, VQR Investment Manager and the Investor each agree, in connection with the Investor’s withdrawal of the Sigma Interests, to effect the Exchange as follows:

(a) Virgil Sigma will contribute the withdrawal proceeds attributable to the Sigma Interests to VQR Feeder on behalf of the Investor as of November 1, 2020 (i.e., the first subscription date that is at least 30 calendar days after the Effective Date) (the “**Subscription Date**”), and VQR Feeder will accept such subscription and issue Class C common shares of VQR Feeder to the Investor with a value equal to the amount of such subscription as of the Subscription Date.

(b) Upon receipt of such amounts in accordance with Section 1(a), VQR Feeder will contribute such amounts to VQR Master, and VQR Master will accept the contribution and issue

limited partnership interests of VQR Master to VQR Feeder with a value equal to the amount of such contribution as of the Subscription Date.

2. Upon completion of the Exchange, the Investor will be accepted as a shareholder of VQR Feeder and will be issued the VQR Shares, provided that VQR Feeder has received a completed subscription agreement and/or any other required documentation from the Investor, in each case, in a form satisfactory to VQR Feeder and VQR Investment Manager.

3. Each of Virgil Sigma and Sigma GP agree that notwithstanding anything to the contrary in the Sigma Partnership Agreement or Virgil Sigma's other offering documents, there are no withdrawal fees, notice requirements or other withdrawal limitations or audit holdbacks applicable to the Exchange. In particular, and without limiting the generality of the foregoing, Sigma GP agrees to waive the Lock-Up Period and Withdrawal Fee (each as defined in the Sigma Partnership Agreement) that would otherwise apply to the withdrawal of the Sigma Interests contemplated hereby.

4. The Investor agrees to indemnify and hold harmless the Funds, Sigma GP, VQR Master GP, Sigma Investment Manager, VQR Investment Manager and each of their respective affiliates, members, partners, shareholders, principals, officers and employees from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this Agreement.

5. The Investor acknowledges that the Investor shall not be entitled to any future payments in respect of the portion of the Sigma Interests exchanged for the VQR Shares, including payments related to the release of any reserve amounts established by the Virgil Sigma with respect to the Sigma Interests.

6. The Investor acknowledges that, pursuant to the Sigma Partnership Agreement, an Incentive Allocation (as defined in the Sigma Partnership Agreement) will be made to the Sigma General Partner with respect to the Sigma Interests upon the withdrawal of the Sigma Interests contemplated hereby.

7. The Investor acknowledges that its VQR Shares will be subject to the "Lock-Up Period" described in VQR Feeder's confidential private placement memorandum, as amended and/or supplemented from time to time, and that such Lock-Up Period shall begin on the Subscription Date.


8. This Agreement will be governed by and construed and enforced in accordance with the laws of the Cayman Islands, excluding its conflicts of laws principles, and each party hereto submits to such jurisdiction and venue.

[Signature Page to Follow.]

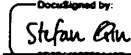
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Virgil Sigma Fund, LP

By: Virgil Capital LLC, its general partner

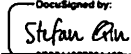
By: 
Name: Stefan Qin
Title: Managing Member

VQR Multistrategy Cayman Feeder Fund Ltd.

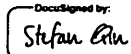
By: 
Name:
Title: Director

VQR Multistrategy Fund LP

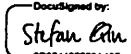
By: VQR Partners LLC, its general partner

By: 
Name: Stefan Qin
Title: Managing Member

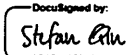
Virgil Capital LLC

By: 
Name: Stefan Qin
Title: Managing Member


VQR Partners LLC

By: 
Name: Stefan Qin
Title: Managing Member



Montgomery Technologies LLC

By: 
Name: Stefan Qin
Title: Managing Member

Decibel18 LLC

By: 
Name: Stefan Qin
Title: Managing Member

Investor

By: 
Name: 
Title: 